

## MORTGAGE RECORD No. 40.

COUPON MORTGAGE—LAND IN NORTH MO. CO., SEVENTEENTH TOWNSHIP, N. 17th.

This Indenture, Made this 22<sup>nd</sup> day of March in the year of our Lord one thousand nine hundred four between Charles H. Baker a single man

of \_\_\_\_\_ in the County of Douglas and State of Kansas, of the first part, and Hellie O. Temple of the second part:

Witnesseth, That the said part y of the first part, in consideration of the sum of Two Thousand (\$2000.00) DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, ha<sup>ve</sup> sold and by these presents do grant, bargain, sell and mortgage to the said part y of the second part, her heirs and assigns forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to wit:

An undivided one half of the north west fractional quarter of section No. six (6) Township No. fourteen (14) Range No. Sixteen (16) containing one hundred and forty six & 1/2 acres more or less

with the appurtenances and all the estate, title and interest of the said part y of the first part therein. And the said Charles H. Baker do he hereby covenant

and agree that at the delivery hereof he is the lawful owner of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that he is will warrant and defend the same against all claims whatsoever. This Grant is intended as a MORTGAGE to secure the payment of the sum of Two Thousand (\$2000) Dollars, according to the terms of and certain promissory note this day executed by the said Charles H. Baker

to the said part y of the second part. Said note being given for the sum of Two Thousand Dollars, dated March 22<sup>nd</sup> 1904 due and payable in ten years from date hereof, with interest thereon from the date thereof until paid, according to the terms of said note and coupons thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as is hereinafter specified. And the said part y of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of the said mortgagee, in the sum of the present rate DOLLARS,

in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interests and costs, and insure the same at the expense of the part y of the first part, and the expense of such taxes and accruing penalties, interests and costs and insurance, shall from the payment thereof, be and become an additional lien under this mortgage upon the above described premises, and shall bear interest at the rate of 10 per cent. per annum. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes assessed on said premises, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note, and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the part y of the second part, and all sums paid by the part y of the second part for insurance, shall be due and payable or not at the option of the part y of the second part; and it shall be lawful for the part y of the second part her executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not at the option of the part y of the second part her executors, administrators or assigns; and out of all the moneys arising from such sale to retain the amount then due for to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the part y making such sale on demand, to the said Charles H. Baker - his heirs and assigns.

IN TESTIMONY WHEREOF, The said part y of the first part ha<sup>ve</sup> hereunto set his hand and seal the day and year last above written.

Signed, Sealed and Delivered in Presence of

Charles H. Baker (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 22<sup>nd</sup> day of March A. D. 1904, before me J. H. Mitchell a Notary Public in and for said County and State came Charles H. Baker

to me personally known to be the same person—who executed the foregoing instrument and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My commission expires 190 23 J. H. Mitchell Notary Public

Filed for Record the 22<sup>nd</sup> day of March A. D. 1904, at 5<sup>30</sup> o'clock P. M.

By J. W. Armstrong Deputy Register of Deeds.

The following is a copy of the original instrument on the mortgage record herein described. It was filed in full this mortgage record herein described and the time thereby created shall be charged with the time of filing of the original instrument on the mortgage record herein described.

Recorded Nov 8 1909  
 Lloyd L. Lawrence  
 Register of Deeds